

**207 Waiver**  
**Title**  
**Legal Description**  
**Policy or Appeals**  
**Correspondence Between Legal & Staff**  
**Letter of Authorization**

**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS  
( )

7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

City of Scottsdale Case No.18-ZN-2013#2

**AGREEMENT FOR THE WAIVER OF CLAIMS  
FOR DIMINUTION IN VALUE OF PROPERTY**

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by SDQ III BK-L, LLC, a Delaware limited liability company ("Owner").

**RECITALS**

- A. Owner is the fee title owner of property, Parcel No(s). 215-56-422, 215-56-423, and 215-56-414 located at the northwest corner of E. Butherus Drive and N. 73rd Street (the "Property").
- B. Owner acknowledges that he/she has made a request to the City for application of its land use laws for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.
- C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et.seq.)
- D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive any claim for diminution in value of their property in connection with any action requested by the property owner.
- E. City and Owner seek to resolve whether the application of the City's land use laws to the Property constitute a "diminution in value" of the Property or other harm entitling Owner, now or in the future, to seek compensation from the City under the Private Property Rights Protection Act.

**IT IS AGREED AS FOLLOWS:**

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations and conditions set forth in Case No. 18-ZN-2013#2 shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that compliance with the stipulations and conditions set forth in Case No. 18-ZN-2013#2 will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified during the public hearing process and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act based on the Owner's request in Case No. 18-ZN-2013#2. This waiver constitutes a complete release of any and all claims and causes of action under the Private Property Rights Protection Act that may arise out of the Owner's request in Case No. 18-ZN-2013#2.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have based on the Owner's request in Case No. 18-ZN-2013#2.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

[Signature and Notarization on Next Page.]

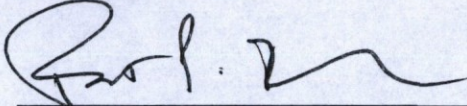
Signature Page

AGREEMENT FOR THE WAIVER OF CLAIMS  
FOR DIMINUTION IN VALUE OF PROPERTY

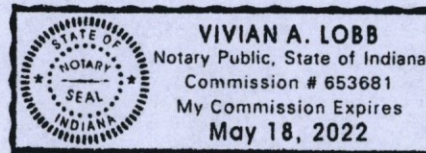
SDQ III BK-L, LLC, a Delaware limited liability company

By: WPG-OC JV III, L.P., a Delaware limited partnership,  
its sole member

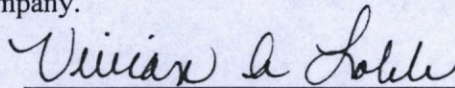
By: WPG Management Associates, Inc., a Delaware corporation,  
its general partner

By:   
\_\_\_\_\_  
Robert P. Demchak  
Executive Vice President  
General Counsel and Secretary

STATE OF Indiana §  
COUNTY OF Marion §



The foregoing instrument was acknowledged before me this 20 day of January, 2017, by Robert P. Demchak, the Executive Vice President General Counsel and Secretary of WPG Management Associates, Inc., a Delaware corporation, the general partner of WPG-OC JV III, L.P., a Delaware limited partnership, the sole member of of SDQ III BK-L, LLC, a Delaware limited liability company, on behalf of said limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Indiana

Commission Expires:

May 18, 2022

**BEUS GILBERT**  
PLLC

ATTORNEYS AT LAW

701 NORTH 44TH STREET  
PHOENIX, ARIZONA 85008-6504  
(480) 429-3000  
FAX (480) 429-3100

WRITER'S DIRECT LINE  
480-429-3065  
dnewcombe@beusgilbert.com

40084-0001

September 14, 2016

**VIA HAND DELIVERY**

Bryan D. Cluff, Senior Planner  
City of Scottsdale Planning & Development Department  
7447 East Indian School Road  
Scottsdale, Arizona 85251

Re: Scottsdale Quarter – Block L. Updated ALTA.  
Case #: 18-ZN-2013#2.

Dear Bryan,

As requested and per my email yesterday, for your file enclosed are the updated ALTA and Title information for the above matter. With that said, enclosed are the following:

1. One copy of the updated ALTA (24" x 36").
2. One copy of the updated Title Commitment.
3. One CD with the above two (2) items.

If you have any questions or need anything else, please feel free to contact me.

As always, thank you for your continued time and assistance

Very truly yours,

BEUS GILBERT PLLC

Dennis M. Newcombe  
Planning Consultant

**Enclosures:** As stated above.

Issued: August 19, 2016  
GF No.: 4711010615  
Scottsdale Quarter  
Maricopa County, Arizona



**Chicago Title Insurance Company**

# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Chicago Title Insurance Company**

**Chicago Title Insurance Company**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, **Chicago Title Insurance Company** has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

*Natalie Bombardieri*  
By: \_\_\_\_\_  
Authorized Signature



By: \_\_\_\_\_  
*Randy Quirk*  
Randy Quirk, President

Attest: \_\_\_\_\_  
*Michael Gravelle*  
Michael Gravelle, Secretary

**Chicago Title Agency, Inc.**  
2425 E. Camelback Road, Suite 200  
Phoenix, AZ 85016

**SCHEDULE A**

Title Officer: **Steve Markison**  
Escrow Officer: **Daniel Tsakonas**

Order No.: **C1607548-346-DH**  
Reference No.:

1. Effective Date: **August 5, 2016** at 7:30 a.m.
2. Policy or Policies to be issued: Amount of Insurance:  
**ALTA Extended Owners Policy (6-17-06)** **\$12,500,000.00**  
  
Proposed Insured:  
**Lennar Multifamily Communities, LLC**  
  
**None** **\$0.00**  
  
Proposed Insured:  
  
**None** **\$0.00**  
  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
**A FEE, as to Parcel No. 1;**  
**AN EASEMENT, as to Parcel No. 2**
4. Title to said estate or interest in said land is at the effective date hereof vested in:  
**SDQ III BK-L, LLC, a Delaware limited liability company**
5. The land referred to in this commitment is described as follows:  
**See Exhibit A attached hereto and by reference made a part hereof.**



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

Lot 3A, REPLAT OF LOTS 3 AND 4 FOR SCOTTSDALE QUARTER, according to Book 1202 of Maps, Page 18, records of Maricopa County, Arizona.

**PARCEL NO. 2:**

Easements for ingress and egress, utilities and signage by or pursuant to that certain Reciprocal Easement and Operating Agreement by and between Kierland Crossing Residential, LLC, an Arizona limited liability company, Kierland Crossing Residential II LLC, an Arizona limited liability company, Kierland Crossing Residential III LLC, an Arizona limited liability company and Kierland Crossing LLC, a Delaware limited liability company, dated November 26, 2007 and recorded February 5, 2008, in Recording No. 2008-0099586, as amended by Amendment No. 1 to Reciprocal Easement and Operating Agreement by and between Kierland Crossing Residential, LLC, an Arizona limited liability company, Kierland Crossing Residential II LLC, an Arizona limited liability company, Kierland Crossing Residential III LLC, an Arizona limited liability company and Kierland Crossing LLC, a Delaware limited liability company, dated March 27, 2008 and recorded April 16, 2008 in Recording No. 2008-0334982, and Assignment and Assumption Agreement by and between Kierland Crossing Residential, LLC, an Arizona limited liability company, Kierland Crossing Residential II LLC, an Arizona limited liability company, Kierland Crossing Residential III LLC, an Arizona limited liability company and SDQ III Fee, LLC, a Delaware limited liability company, dated October 15, 2010 and recorded October 15, 2010 in Recording No. 2010-0904405, all in the records of Maricopa County, Arizona.

APN: 215-56-422

## SCHEDULE B – Section I

### REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
6. Furnish a plat of a ALTA/NSPS Land Title Survey. If the owner of subject property is in possession of a current ALTA/NSPS Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Chicago Title Insurance Company.

7. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): SDQ III BK-L, LLC, a Delaware limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

8. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
**(Continued)**

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: SDQ III FEE, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: SDQ III BK-L, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section I**  
**(Continued)**

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Lennar Multifamily Communities, LLC, a \_\_\_\_\_ limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

13. Satisfactory evidence must be furnished to the Company relinquishing the first right of refusal pursuant to the document

Entitled: Memorandum of Right of First Refusal Agreement  
 Recording Date: February 11, 2011  
 Recording No: 2011-0128607

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

14. Furnish for recordation a release of the notice and claim of mechanic's or materialman's lien by

Claimant: Wholesale Floors, LLC  
 Amount: \$152,448.00  
 Recording Date: April 15, 2016  
 Recording No: 2016-0252187



**SCHEDULE B – Section I**  
(Continued)

15. Furnish for recordation a release of the notice and claim of mechanic's or materialman's lien by

Claimant: Barret Homes Contractors  
 Amount: \$8,431.40  
 Recording Date: May 27, 2016  
 Recording No: 2016-0369718

16. Furnish for recordation a release of the notice and claim of mechanic's or materialman's lien by

Claimant: RCI Systems, Inc.  
 Amount: \$3,874.17  
 Recording Date: June 24, 2016  
 Recording No: 2016-0445303

17. Furnish for recordation a corrective deed as set forth below, for the reason stated:

Type of deed: Special Warranty Deed  
 Recording Date: May 14, 2015  
 Recording No.: 2015-0339056  
 Grantor(s): SDQ III Fee, LLC, a Delaware limited liability company  
 Grantee(s): SDQ III BK-L, LLC, a Delaware limited liability company  
 Reason: Uninsured Deed

Or in lieu thereof, if applicable, provide Declaration of Uninsured Deed executed by said grantor(s) to confirm the validity of the above-referenced Deed.

Note: The above document must be signed in the presence of an authorized Company employee; an authorized employee of the insured lender; or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the Company at the number provided in this report.

Note: This cannot be a "to come" item.

18. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed  
 Grantor(s): SDQ III BK-L, LLC, a \_\_\_\_\_ limited liability company  
 Grantee(s): Lennar Multifamily Communities, LLC, a \_\_\_\_\_ limited liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2015  
Tax Parcel No: 215-56-422  
 Total Tax: \$37,956.62  
 First Installment Amount: \$Paid  
 Second Installment Amount: \$Paid



**SCHEDULE B – Section I**  
**(Continued)**

**END OF SCHEDULE B – SECTION I**

## SCHEDULE B – SECTION II

### EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.
- 2. Reservations contained in the Patent

From: The United States of America  
Recording Date: October 28, 1916  
Recording No: Book 118 of Deeds, Page 551

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 3. Water rights, claims or title to water, whether or not disclosed by the public records.
- 4. Matters contained in that certain document

Entitled: The Dial Corporation 73<sup>rd</sup> Street and Greenway-Hayden Loop Development Agreement  
Recording Date: July 14, 1997  
Recording No: 97-0473356

Reference is hereby made to said document for full particulars.

- 5. Matters shown on record of survey:

Recording No.: Book 922 of Maps, Page 22

**SCHEDULE B – Section II**  
**(Continued)**

6. Matters contained in that certain document

Entitled: Reciprocal Easement and Operating Agreement  
Recording Date: February 05, 2008  
Recording No: 2008-0099586

Amendment No. 1 recorded April 16, 2008 in Recording No. 2008-0334982  
Assignment and Assumption Agreement recorded October 15, 2010 in Recording No. 2010-0904405

Amended and Restated Reciprocal Easement and Operating Agreement recorded November 15, 2013, in Recording No. 2013-0988208  
First Amendment recorded June 20, 2014, in Recording No. 2014-0405694

Reference is hereby made to said document for full particulars.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Natural gas pipelines  
Recording Date: August 22, 2008  
Recording No: 2008-0734092  
Recording No: 2008-0734094

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Utilities  
Recording Date: December 15, 2008  
Recording No: 2008-1056168

Partial Release of Easement recorded February 29, 2012, in Recording No. 2012-0167658

9. Easements, Restrictions, Conditions and Covenants, omitting, if any, restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the "Map of Dedication for Scottsdale Quarter":

Recording No: Book 1020 of Maps, Page 26

And Affidavit of Correction recorded in Recording No. 2010-0316769

Release of Easement recorded July 25, 2014 in Recording No. 2014-0487460  
Release of Easement recorded July 25, 2014 in Recording No. 2014-0487461  
Release of Easement recorded July 25, 2014 in Recording No. 2014-0487462  
Release of Easement recorded July 25, 2014 in Recording No. 2014-0487463  
Release of Easement recorded July 25, 2014 in Recording No. 2014-0487465

10. Matters contained in that certain document

Entitled: Waiver of Right to Make Claim Under Proposition 207  
Recording Date: June 30, 2011  
Recording No: 2011-0545749

Reference is hereby made to said document for full particulars.



**SCHEDULE B – Section II**  
**(Continued)**

11. Matters contained in that certain document

Entitled: Development Agreement  
Recording Date: January 13, 2012  
Recording No: 2012-0028612

Amended and Restated Development Agreement recorded September 23, 2014 in Recording No. 2014-0629278

Reference is hereby made to said document for full particulars.

12. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 1136 of Maps, Page 49.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Avigation  
Recording Date: February 12, 2013  
Recording No: 2013-0137162

14. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 1202 of Maps, Page 18.

15. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

**END OF SCHEDULE B – SECTION II**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

**Chicago Title Agency, Inc.**

**DISCLOSURE NOTICES**

**Good Funds Law**

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

**PURCHASER DWELLING ACTIONS NOTICE**

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: [www.azleg.state.az.us/ars/ars.htm](http://www.azleg.state.az.us/ars/ars.htm).

**NOTICE:**

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

**NOTICE:**

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b>Types of Information Collected.</b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b>How Information is Collected.</b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b>Use of Your Information.</b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b>Security Of Your Information.</b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b>Choices With Your Information.</b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b>When We Share Information.</b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b>Information From Children.</b> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p><b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p><b>Access and Correction.</b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b>Do Not Track Disclosures.</b> We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p><b>The California Online Privacy Protection Act.</b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><b>International Use.</b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b>Your Consent To This Privacy Notice.</b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b>Contact FNF.</b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a

small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

### When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **Privacy Outside the Website**

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **The California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

**ATTACHMENT ONE (01-01-08)**

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (c) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.



**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 15125 North Scottsdale Road
- b. County Tax Assessor's Parcel Number: 215-56-422
- c. General Location: Scottsdale Quarter - Block L (North of the northwest corner of 73rd Street & Butherus Drive)
- d. Parcel Size: 3.4 Acres
- e. Legal Description: Lot #: 3A, Replat of Lots 3 and 4 for Scottsdale Quarter, Recording #: 20140636390  
(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

Dennis M. Newcombe

August 18, 2016

Boyce H. O'Brien

August 18, 2016

George A. Melara

August 18, 2016

\_\_\_\_\_, 20\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088





# Affidavit of Posting

**Required: Signed, Notarized originals.**  
Recommended: E-mail copy to your project coordinator.

**Project Under Consideration Sign (White)**       **Public Hearing Notice Sign (Red)**

**Case Number:** 579-PA-2016

**Project Name:** Scottsdale Quarter- Block L

**Location:** 15125 N Scottsdale Rd, Scottsdale, AZ 85254

**Site Posting Date:** July 22, 2016

**Applicant Name:** Paul E Gilbert, Beus Gilbert PLLC

**Sign Company Name:** Dynamite Sign

**Phone Number:** 480-585-3031

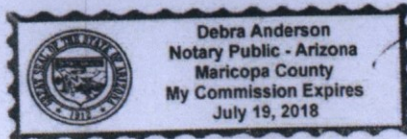
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Meghan Riggett  
Applicant Signature

7/22/16  
Date

**Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.**

Acknowledged before me this the 22 day of July 2016



[Signature]  
Notary Public  
My commission expires: 7-19-2018

## City of Scottsdale -- Current Planning Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

**18-ZN-2013 #2**  
**8/18/2016**

# Early Notification Project Under Consideration

## Neighborhood Open House Meeting:

Date: Thursday, August 11, 2016  
Time: 6:00 P.M.  
Location: Neisen Partners (Kierland Commons - above the Anthropologie Store) 15210 North Scottsdale Road, Suite 300

Site Address: 15125 North Scottsdale Road, Scottsdale, AZ 85254

**Project Overview:** A Zoning District Map Amendment and Amendment to the Development Plan at Scottsdale Quarter - Block L for an Increase in Floor Area allowed for Multifamily Units, Removal of Hotel Use, and Provide Additional Retail.

- Request: Zoning District Map Amendment and Amendment to the Development Plan Previously Approved in 2013
- Description of Project and Proposed Use: (1) Deletion of Stipulation 5 from 2013 rezoning case (18-ZN-2013). (2) Minor updates to the previously approved Development Plan to reflect the proposed square footages for both the nondensity (i.e., commercial/retail) and residential uses, site plan configuration, and removing the hotel use from the Development Plan.
- Site Acreage: Approx. 3.4 acres.
- Site Zoning: Planned Regional Center (PRC).

### Applicant Contact:

Paul E. Gilbert, Beus Gilbert PLLC  
Phone: 480-429-3002  
Email: pgilbert@beusgilbert.com

### City Contact:

Bryan Cluff  
Phone: 480-312-2258  
Email: bcluff@scottsdaleaz.gov

Pre-Application #: 579-PA-2016 Available at City of Scottsdale: 480-312-7000

Project information may be researched at: <http://scottsdaleaz.gov/projects/>

Penalty for removing or defacing sign prior to posting hearing notification sign: Applicant responsible for sign removal

Posting Date: 7-22-16

7/22/16 08:08:54

# Early Notification of Project Under Consideration

## Neighborhood Open House Meeting:

Date: Thursday, August 11  
Time: 6:00 P.M.  
Location: Neisen Partners (Kierland Commons - above the Anthropologie Store) 15210 North Scottsdale Road, Suite 300

Site Address: 15125 North Scottsdale Road, Scottsdale, AZ 85254

**Project Overview:** A Zoning District Map Amendment and Amendment to the Development Plan at Scottsdale Quarter - Block L for an Increase in Floor Area allowed for Multifamily Units, Removal of Hotel Use, and Provide Additional Retail.

- Request: Zoning District Map Amendment and Amendment to the Development Plan Previously Approved in 2013
- Description of Project and Proposed Use: (1) Deletion of Stipulation 5 from 2013 rezoning case (18-ZN-2013). (2) Minor updates to the previously approved Development Plan to reflect the proposed square footages for both the nondensity (i.e., commercial/retail) and residential uses, site plan configuration, and removing the hotel use from the Development Plan.
- Site Acreage: Approx. 3.4 acres.
- Site Zoning: Planned Regional Center (PRC).

### Applicant Contact:

Paul E. Gilbert, Beus Gilbert PLLC  
Phone: 480-429-3002  
Email: pgilbert@beusgilbert.com

### City Contact:

Bryan Cluff  
Phone: 480-312-2258  
Email: bcluff@scottsdaleaz.gov

Pre-Application #: 579-PA-2016 Available at City of Scottsdale: 480-312-7000

Project information may be researched at: <http://scottsdaleaz.gov/projects/>

Penalty for removing or defacing sign prior to posting hearing notification sign: Applicant responsible for sign removal

Posting Date: 7-22-16

7/22/16 08:36:58



## O&E REPORT

Attn: Skyanne Dinnigan  
Company: North American Title Arizona  
Phone: 602.280.7500 Fax:  
Order Number: 5736354 Date Ordered: 8-17-2016

### Property Information

Owner: SDQ III BK-L, LLC,  
Address: 15125 N Scottsdale Rd Scottsdale, AZ 85254  
County: Maricopa  
Parcel Number: 215-56-422

### Legal Description

Lot 3A, of Scottsdale 1/4, according to the Replat of Lots 3 and 4 for Scottsdale 1/4 of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 1202 of Maps, Page 18.

### Ownership

Doc Type	Grantor	Grantee	Date	Recording #
Warranty Deed	SDQ III Fee LLC	SDQ III BK-L, LLC,	5-14-2015	<a href="#">20150339056</a>

### Deed of Trust/Mortgages

Item	Payable to	Amount	Date	Recording #
Mechanics Lien	SDQ III BK-L, LLC,	\$3,874.00	6-24-2016	<a href="#">20160445303</a>

### Other Documents Requested

Item	Payable to	Amount	Date	Recording #
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Prepared By: Ruth Curtin

Phone:

Date: 8/17/2016

THE INFORMATION PROVIDED DOES NOT CONSTITUTE A TITLE INSURANCE COMMITMENT, GUARANTEE OR POLICY. Therefore, the information provided does not contain the requirements and exceptions that would appear in a commitment to insure and does not contain the exceptions that would appear in a guarantee of policy. No express or implied opinion, warranty, guarantee, insurance, abstract or other assurance is given about the status of title to the land. The information provided has been taken from the public records, but the information does not include matters disclosed by a general index (name) search and does not reflect un-indexed, mis-indexed, unrecorded or off-record matters that may affect title to the land.

In providing this information, the Company assumes no liability for any documents, instruments, or proceedings which may contain defects that would render such document, instruments or proceedings null, void or defective, and the Company assumes no liability for any inaccuracies or defects in any of the documents, instruments, proceedings or information attached. The Company assumes but has not confirmed, that all instruments in the chain of title

18-ZN-2013 #2  
8/18/2016

to the land are valid. The Company's liability for the information provided is limited to the amount paid, if any, and extends only to the party for which the information is prepared.

When recorded, return to:

Glimcher Properties Limited Partnership  
180 East Broad Street, 21<sup>st</sup> Floor  
Columbus, OH 43215  
Attention: Ted G. Hathaway  
EXEMPT PER ARS 11-1134 B(7)

1431619380719-2-2-1--  
Hoyp

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, SDQ III Fee, LLC, a Delaware limited liability company ("Grantor"), hereby conveys to SDQ III BK-L, LLC, a Delaware limited liability company ("Grantee"), the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

LOT 3A, OF SCOTTSDALE QUARTER, ACCORDING TO THE REPLAT OF LOTS 3 AND 4 FOR SCOTTSDALE QUARTER OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1202 OF MAPS, PAGE 18.

SUBJECT only to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

DATED this 6<sup>th</sup> day of May, 2015.

[Signatures appear on the following page]

GRANTOR:

SDQ III FEE, LLC,  
a Delaware limited liability company

By: Glimcher Properties Limited Partnership,  
a Delaware limited partnership, its sole member

By: Glimcher Properties, LLC,  
a Delaware limited liability company, its sole general partner

By: WPG Subsidiary Holdings I, LLC,  
a Maryland limited liability company, its sole member

By: Washington Prime Group, L.P.,  
an Indiana limited partnership, its sole member

By: Washington Prime Group Inc.,  
an Indiana corporation, its general partner

By: Robert P. Demchak  
Name: Robert P. Demchak  
Title: Secretary and General Counsel

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF FRANKLIN         )

The foregoing instrument was acknowledged before me this 6 day of May, 2015, by Robert P. Demchak as Secretary and General Counsel of Washington Prime Group Inc., an Indiana corporation, on behalf of said corporation, in its capacity as general partner of Washington Prime Group, L.P., an Indiana limited partnership, as sole member of WPG Subsidiary Holdings I, LLC, a Maryland limited liability company, as sole member of Glimcher Properties, LLC, a Delaware limited liability company, as sole general partner of Glimcher Properties Limited Partnership, a Delaware limited partnership, as sole member of SDQ III FEE, LLC, a Delaware limited liability company (the "Company") on behalf of the Company.

Janelle R. Courtright  
Notary Public

My commission expires:



JANELLE R. COURTRIGHT  
Notary Public, State of Ohio  
My Commission Expires 6-28-20 18

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20160445303 06/24/2016 04:18  
ELECTRONIC RECORDING

WHEN RECORDED RETURN TO:

1466809331669-50-1-1--  
Garcia

CONSTRUCTION NOTICE SERVICES, INC.  
P.O. Box 22001  
Phoenix, AZ 85028  
(602) 493-2042  
AZCLDP 80775

NOTICE AND CLAIM  
OF  
MECHANIC'S AND MATERIALMEN'S LIEN  
(Leasehold Improvement)

Claimant: RCI Systems, Inc.  
1220 West Geneva Drive  
Tempe, AZ 85282

Owner or Reputed Owner: SDQ III Fee, LLC  
c/o Glimcher Properties, LP  
180 East Broad Street, 21<sup>st</sup> Floor  
Columbus, OH 43215

Tenant/Lessee: Apogee Medical Group, Inc.  
15059 North Scottsdale Road, Suite 600  
Scottsdale, AZ 85254

Real Property Address: Apogee Physicians 6<sup>th</sup> Floor  
15059 North Scottsdale Road  
Scottsdale, AZ 85254  
County of Maricopa  
APN; 215-56-423

Real Property Description: Lot 3A, Replat of Scottsdale Quarter Lots 3 and 4, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 1202 of Maps, Page 18, as recorded in that Special Warranty Deed. Further described as being situated with Section 11, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, AZ.

Amount of Claim: Claims a lien in the principal amount of \$3,874.17, together with lien preparation fees of \$250.00, interest from the date due until paid at the rate of 10% per annum, and attorney's fees and costs incurred in collecting this debt.

1. I am the Claimant or have knowledge of the facts of this claim and make this Affidavit in compliance with A.R.S. sec. 33-993.

RCI Systems, Inc.  
1220 West Geneva Drive  
Tempe, AZ 85282

2. Claimant has furnished labor, materials, machinery, fixtures or tools in the construction, alteration, or repair of the buildings, other structures, pertaining to the improvements on subject real property, specifically: Fire Sprinkler Systems – ROC # 099056, 099074, 174507.


3. Claimant was employed by or furnished materials to:

Layton Construction Co., Inc.  
4686 East Van Buren Street, Suite 100  
Phoenix, AZ 85008

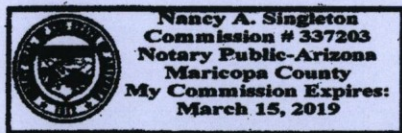
4. The labor, materials, machinery, fixtures or tools were furnished, pursuant to a written Master Subcontract Agreement. Written Master Subcontract Agreement and Statement of Account along with Payment Application, evidencing the debt are attached hereto as Exhibit A, incorporated herein by reference. Terms are Net 30 with interest being assessed at the statutory rate of ten percent per annum from the date the debt became due until the debt is paid in full.
5. Upon information and belief, labor, materials, machinery, fixtures or tools were first furnished to the job site approximately: September 14, 2015.
6. The building, structure, or improvement, or the alteration or repair of such building, structure or improvement was completed as to Claimant's portion on: December 18, 2015 and the City of Scottsdale issued its Certificate of Occupancy May 10, 2016.
7. The Preliminary Twenty-Day Notice required by A.R.S. sec. 33-992.01 was duly and timely served on October 5, 2015, copies of the Notice, Proof of Service and Affidavit of Service by Mail are attached hereto as Exhibit B, incorporated by reference hereto.
8. For the purpose of fixing this lien, Claimant has made this Notice and Claim of Lien, and delivered the original thereof to the County Recorder of Maricopa County, Arizona to be recorded as required by law, and causes duplicates hereof to be served upon the Contractor and Reputed Owners, if they can be found within Maricopa County (the reputed owners are believed to be located within Maricopa County, Arizona).

WHEREFORE, Claimant demands a lien on subject Real Property and all improvement thereon in the amount set forth above and claims priority over all liens, mortgages, encumbrances upon the subject property attaching subsequent to the time labor was commenced or materials furnished to the subject property.

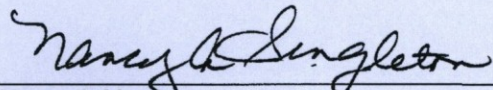
RCI Systems, Inc.

By:   
 Debra A. Pope, Limited Agent for RCI Systems, Inc., Lien Claimant.

SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of June 2016.



My Commission Expires; 3-15-2019

  
 Notary Public



10/05/2015 15:07:36

Page 12

**Construction Notice Services, Inc.**  
**P.O. Box 22001 CLDP80753/80776**  
**Phoenix, AZ 85028**  
**First Class Certificate of Mailing**  
**10/05/2015 Thru 10/05/2015**

Item	Certified Number	Name of Addressee Address	Prelim #	Job #	Postage
1	1st Class Mail	WP Glimcher 180 E. Broad Street Columbus, OH 43215	498037	S77017-15434749	
2	1st Class Mail	Layton Construction Co., Inc. 4686 E. Van Buren #100 Phoenix, AZ 85008	498037	S77017-15434749	
3	1st Class Mail	SDQ Fee, LLC 180 E. Broad Street, 21st Fl Columbus, OH 43215	498037	S77017-15434749	
4	1st Class Mail	Apogee Medical Group 2525 E. Camelback Road #1100 Phoenix, AZ 85008	498037	S77017-15434749	

1.96

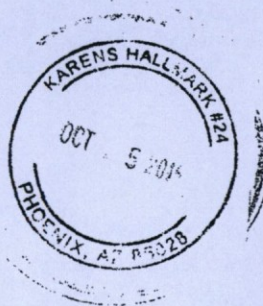
NUMBER OF PIECES: 4  
Date Prepared: 10/05/2015

**VERIFICATION**

MAILING PARTY POSTMASTER  
 Construction Notice Services, Inc.  
 P.O. Box 22001 CLDP80753/80776  
 Phoenix, AZ 85028

Total Pieces Received: 4  
 NUMBER OF PIECES: 4  
 RECEIVED BY: \_\_\_\_\_  
 DATE PREPARED: \_\_\_\_\_  
 DATE CERTIFIED: \_\_\_\_\_

153



**LEGAL DESCRIPTION**

**PARCEL L – SCOTTSDALE QUARTER**

Lot 3A of Scottsdale Quarter, according to the "Re-Plat of Lots 3 & 4, Scottsdale Quarter", of record in the office of the County recorder of Maricopa County, Arizona, recorded in Book 1202 of Maps, Page 18 and situated within the northwest quarter of Section 11, Township 3 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

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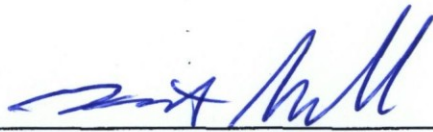
Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications

I hereby certify that I am the owner of property located at:

15125 North Scottsdale Road (Scottsdale Quarter - Block L)

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



8/16/16

Signature of Property Owner

Date

SDQ III BK-L, LLC

1551 Trucks RV For Sale Public Notices

**F150 Super Crew** port, 22K mi, blk, 1thr, 1 owner, Nav, 1 owner, \$33,950 602-615-3432  
Photos seen on azcentral.com

**04 National RV Dolphin, 35'** Class A, 32K miles, 2 slides, Ext Wrtry, Basement AC, Sat System, walk thru Bathroom, 2 TVs, Dining table with 4 chairs, \$32,000 OBO 928-246-4887

**01 Toyota Class C 22ft,** 70,000 miles, \$5000. 480-747-1795

**10 Runaround 19' Thor Class B+**, bed over cab, shower room, new Michelins, solar enabled, Xlnt. 480-229-1655  
Photos seen on azcentral.com

**11 HR Endeavor 43' 425HP** diesel 4 slides 10 KW gen 3 roof A/C take over payments, no credit needed 602-737-6113

Vans & Conversion Vans

**da Odyssey EX-L**, WE FINANCE! From 0. 602 648 0341

**ysler T&C Mini Van** 4DR, APPROVED! 199/Mo. 602 648 0341

Wanted Autos & Trucks

**CASH PAID** hour for car or truck 9-0002 480-662-5631

Golf Carts

**lex new batts, title,** gal, grt cond. Must 50. 708-220-2800  
Photos seen on azcentral.com

Motorcycles-Harley Davidson

**ST. Springer Softail** & beautiful, must miles. Asking \$9K. se 928-460-0431  
Photos seen on azcentral.com

Public Notices

**Notice to Our Patients** Regarding MIMS Security Incident  
Medical Information Management Systems, LLC ("MIMS") and First Assistant Associates, Ltd. ("FAA"), are committed to maintaining the privacy and security of patient information entrusted to us. This notice is to inform FAA patients of an incident involving some patients' personal information. On September 21, 2016, MIMS advised us that a third party may have gained unauthorized access to computer systems containing FAA patient information on March 30, 2016. The investigation found no evidence that the information on the computer systems was accessed, but could not

**age Classic 100** is of chrm, 15K mi, \$506. 602-564-1844

Parts & Accessories

**l engine, was run-** nened removed, \$550. 1487 no text.

**0 trans, \$350 each,** 600. Converter \$100 every 602-463-4369

CLASSIFIED

502-444-4444

6830 Public Notices

**Need help paying your mortgage?**

Independent contractors make money! The *Arizona Republic* wants to contract you to deliver the newspaper in the early morning hours. While other people are still sleeping, you could spend just 2-3 hours a day earning an extra \$700-\$1,700 per month! As an independent contractor you receive your newspapers at a distribution center and use your own vehicle to deliver! It really is that easy - don't miss this great chance to earn extra cash! Routes are available statewide. Call our toll free number to see what routes are available in your area.

**Call 1-877-736-7607 today!**  
**THE ARIZONA REPUBLIC**  
Requirements - At least 18 years old. Dependable transportation. Valid Arizona driver's license. Current auto insurance.

6830 Public Notices

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**NOTICE OF PLANNING COMMISSION HEARING**

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Scottsdale, Arizona, will hold a public hearing on December 14, 2016, at 5:00 PM in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

**18-ZN-2013#2** (Scottsdale Quarter - Block L) Request by applicant for a Zoning District Map Amendment to delete stipulation #5 from the previously approved zoning case for Phase III Blocks L & M of Scottsdale Quarter (18-ZN-2013), regarding floor area for residential uses on a 23.52 acre site, as well as site plan modifications in the Development Plan for Block L, on a 6.07 acre site located at the northwest corner of E. Butherus Drive and N. 73rd Street. Staff contact person is Bryan Cluff, 480-312-2258. Applicant contact person is Paul Gilbert, 480-429-3000.

**19-ZN-2002#5** (BCB Group Investments) Request by owner for a Zoning District Map Amendment from Planned Community District, Planned Regional Center (PCD PRC) to Planned Community District, Planned Regional Center, Planned Shared Development (PCD PRC PSD) on a +/- 10-acre site located at the northeast corner of Scottsdale Road and Chauncey Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Alexandra Schuchter, 480-947-8830.

**20-ZN-2016** (Quail Crest Estates) Request by owner for a Zoning District Map Amendment from Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL), to Single-family Residential, Environmentally Sensitive Lands (R1-70 ESL) zoning on a +/-16.7-acre site located at the southeast corner of N. 132nd Street and E. Quail Track Road. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is Keith Nichter, 480-994-0994.

**21-ZN-2016** (Main Street Scottsdale Development) Request by owner for a Zoning District Map Amendment from Central Business, Downtown Overlay and Parking P-2; Passenger Vehicle Parking, Downtown Overlay (C-2/DO and P-2/DO) to Downtown/Downtown Multiple Use - Type 2 (D/DMU-2 DO) zoning on a +/- 1.93-acre site located at the southeast corner of North 69th Street and East Main Street, and approximately 95 feet east of the northeast corner North 69th Street and East 1st Street (6903, 6909, 6915, and 6939 E. Main Street and 6914, 6920, and 6930 E. 1st Street). Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is John Berry, 480-385-2727.

**23-ZN-2016** (6922 Mixed Use) Request by owner for a Zoning District Map Amendment from Central Business, Downtown Overlay (C-2 DO) to Downtown/Downtown Multiple Use - Type 2 Downtown Overlay (D/DMU-2 DO) zoning with amended development standards on a +/- 2,063 sq. ft. site located at 6922 E 5th Avenue. Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is Brian Stark, 602-505-9116.

**4-GP-2016** (Scottsdale Heights) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 from Commercial to Urban Neighborhoods on +/- 14-acres of a +/- 15.5-acre site located at 7225 East Dove Valley Road. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.

**9-ZN-2016** (Scottsdale Heights) Request by owner for a Zoning District Map Amendment from Central Business District, Environmentally Sensitive Lands (C-2 ESL) to Medium Density Residential, Environmentally Sensitive Lands (R-3 ESL) on +/- 14-acres of a +/- 15.5-acre site located at 7225 East Dove Valley Road. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.

**12-AB-2016** (Scottsdale Heights Roadway Easement Abandonment) Request by owner to abandon the eastern 30-feet of a 55-foot-wide roadway easement along the western edge of a property located at 7225 E. Dove Valley Road, with Central Business District, Environmentally Sensitive Lands (C-2 ESL) zoning. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard  
Online at: <http://www.ScottsdaleAZ.gov/Boards/planning-commission>

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.  
ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

Attest  
LORRAINE CASTRO  
Planning Specialist

For additional information visit our web site at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING LORRAINE CASTRO (480-312-7620). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8939) MAY CONTACT LORRAINE CASTRO (480-312-7620).

reerBuilder.